App. F. IX-4

*Previous References*

File No. 63-34

Serial Nos. 1 & 2

*Later References.*

**PRESERVED**

# GENERAL AND REVENUE SECRETARIAT.

*Serial Nos.* Two

**Part B for** Jany 35

**SUBJECT.**

Re Kangadi & Kakkehunk lease of—
Mugasanda Hobli for 1933-35.

2) To Dy C. C. Frost—

WD 01965—GPB—15,000—7-7-34

No. P 3357 of 8-1-35

State that Mr Sattur Sahib cannot be held responsible liable for the loss to the Depttt by the Resale & Returns the Records

From,

The C.C.F.

no. E. 330-1140 /52 dt 27.9.52 forwarding the Connected records relating to the Tangadi and Kakke bank lease of Mogasandra Hobli for 1952-55

1) Facts of the Case are detailed in the C.C.F's. letter dt 6.9.52.

One Abdul Sattar Sahib of Tipturu agreed to take up the Contract of Tangadi and Kakke bank in Turuvekere and Mogasandra Hobli

Unless the Contract the party is bound to carry out the work according to the terms he had agreed to before. He is therefore liable for the loss Rs 1271 – 430 = Rs 841/-. The D.C. may therefore be instructed to issue a notice to the party to make good the loss within a certain time to be specified. If he fails to respond to the notice necessary further action may perhaps be taken to file a civil suit against him for recovery of the said amount.

Sub: for orders.

ASD 4/10..

2) I doubt if in this case there can be said to exist a contract enforceable at law by which the lessee has agreed to hold himself liable for loss that may be caused by a resale under the circumstances – He did not bid in the auction & he is not bound by the terms of the sale notification – ~~Here~~ He offered to take this lease on a certain contingency which happened but his offer was accepted subject to his arranging further matters with the D.70 Tumkur – In the instructions issued to the D.70 in the C.C.T's letter of 27.11.33 he was asked to take "further action" to "complete the contract" –

In taking such action, the party asked for a concession which was refused & he declined to move further in the matter.

In these circs, I do not think he can be held liable for the difference betn the offer he had made & the actual price realised by a resale -

Forwarded with compliments to the Govt advocate for favour of concurrence or further suggestions, if any

M Yesoda Rao
3/10/34

Returned with compliments.

Mr. Abdul Sattal Saheb, according to the Mutch lika executed in August 1933, offered to take up the Tangadi and Kakke Bark lease of the Mayasandra villa for Rs.1271/- plus cesses in case Mr. Mohadeen Sab did not want to have it himself. But the Mutchalika is silent about other matters such as when to deposit the amount and in what instalments. He later applied to the District Forest Officer as also to the Chief Conservator to be given the said lease in accordance with the said Mutchalika and he was granted the same by the Chief Conservator (Fl. O) and this was communicated to Mr. Sattar Saheb by an endorsement dated 27-11-1933. - But prior to the receipt of this endorsement i.e., on 26-11-1933 he applied for permission to deposit 1/8th of the amount instead of the usual 1/4th. This request

was not granted. If he did agree to deposit 1/4th of the amount when he agreed to take up the lease and later on attempted to go back on it, there would be a breach of contract on his part and he would be liable to pay the difference and not otherwise. Moreover, what further action had to be taken with a view to complete the contract as referred to by the Chief Conservator in his letter to the District Forest Officer is not clear

5) The terms on which he agreed to take up the lease and what further steps had to be taken to complete the contract may kindly be ascertained.

Government Advocate.
13.10.1934.

Returned with compliments.

2. The terms on which Mr. M. Abdul Sattar Sahib agreed to take up the lease are to be taken in the absence of anything to the contrary to be those contained in the Thangadi and Kakke bark sale rules printed on pages 208 to 222 of the Mysore Forest Manual (Edition of 1930).

3. The further steps with a view to complete the contract are those contemplated in the sale rules referred to viz., payment of one quarter of the sale amount, execution of a bond and furnishing necessary cash security and sureties for the due fulfilment of the terms of the contract.

4. The records (as per Pharist) received from the District Forest Officer are forwarded herewith for reference and kind return when no longer required. The entire records received with the Un-Official reference also accompany.

B. Ramaraya
Chief Conservator of Forests. 18.11.34

To

The General Secretary to the Government
of H.H. the Maharaja of Mysore,
Bangalore.

may be sent to Govt Advocate
BRP 20/11

GOVT. ADVOCATE'S OFFICE
21 NOV 1934
BANGALORE

F. No. 485/34-35
of 21.11.34.

Re. O. No. P 85 of 34 dated 20.11.34.

Retransmitted with Compliments to the Govt. Advocate with reference to para 4 of the Order.

B.O.
B. Hyderabad
for Secretary

TSD

Returned with Compliments
Apparently the terms were not definitely
settled and there was therefore no con-
tract enforcible at law. Under the circum-
stances Mr: Sattar Saheb cannot be held
liable for the difference in question.

V Bhagavan Iyer

22.12.34

Reply cc 7
accordingly
[illegible]
27/12

GENERAL SECRETARY
27 DEC. 1934

Dft sub: for appl:

ISD
2/1

for perusal before issue

(Genl Secy) [illegible] 27/12/34

No.E.330-1210/32
Enclo.

B. V. RAMAIENGAR, Esq., B.A.,
*Chief Conservator of Forests*
*in Mysore, Bangalore.*

S. ABDUL WAJID, ESQ., B.A.,
General Secretary to the
Government of Mysore,
Bangalore.

Sir,

I have the honour to state that one Mr.M.Abdul Sattar Sahib of Tiptur agreed in writing in this office, to take up the Tangadi and Kakke bark lease of Mayasandra Hobli, Turuvekere Sub Taluk for 1933-35 for a sum of Rs.1,271/- plus cesses, in the event of the previous two years' lessee of the same unit (viz., Mr.Syed Mohadin Sab) should decline to have it for himself. Further, on formal applications received from the said Mr.M.Abdul Sattar Sahib requesting that the lease in question might be confirmed in his favour and on the recommendation made by the District Forest Officer, Tumkur District, in this behalf, orders were passed by this office confirming the lease in favour of the party above named who was also duly informed of the fact by Endorsement dated 27th November 1933, issued by this office. The party having his application dated 26th November 1933 requested to be permitted to pay in the first instance 1/8th instead of 1/4th part of the lease amount as required by the rules, he was informed by Endorsement dated 2nd December 1933 that his request, which was against the rules, could not be granted. He having failed to pay the necessary amounts and to otherwise comply with the formalities about execution of an agreement and payment of the security deposit as per the rules, the lease has been disposed of otherwise, securing thereby a sum of Rs.430/- plus cesses against Rs.1,271/- plus cesses for which the aforesaid Mr.M.Abdul Sattar Sahib had offered to

take up the lease and the same had been formally confirmed in his favour by this office.

2. In the circumstances, I request you to be so good as to enlighten me whether the party above named is liable to be and can be legally, proceeded against and if so, in what manner, for recovery of the amount lost to Government as a result of his failure to take up the lease in question for the amount stipulated in the first instance.

I have the honour to be,

Sir,

Your most obedient servant,

B. Ramaniyo

Chief Conservator of Forests.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

P/1348

*Bangalore, Dated,* 11th Septr' 1934.

13

*From*

The *General Secretary to the Government of His Highness the Maharaja of Mysore.*

*To*

The Chief Conservator
of Forests in Mysore, Bangalore.

*Sir,*

With reference to your letter No.E.330-1210/32 dated 6th September 1934 ~~xxxx~~ soliciting legal opinion in the matter of liability of one Mr.M.Abdul Sattar Sahib of Tiptur in connection with the Tangadi and Kakke bark lease of Mayasandra Hobli, I am directed to request that the connected records may kindly be sent for reference and return.

I have the honour to be
Sir,
Your most obedient servant,

mnl

For General Secretary to Government.

File No.

Serial No.

No. P 13487—

To

The C.C. D.

Sir,

With reference to Your letter no. E. 330-1140/22 d 6.9.22 soliciting legal opinion in the matter of liability of one Mr. M. Abdul Sattar Sahib of Tippur in Connection with the Tanjore and Kakkur bank lease of Mayasandi Hobli, I am directed to request that the Connected record may kindly be sent for reference and return

MYSORE FOREST DEPARTMENT.

1871/P815

CHIEF CONSERVATOR'S OFFICE,

*Bangalore, dated* 21st Sept. *1934*

27

B. V. RAMAIENGAR, Esq., B.A.,
*Chief Conservator of Forests in Mysore,*
*Bangalore.*

GENERAL SECRETARIAT 27 SEP 1934

S. ABDUL WAJID, Esq., B.A.,
General Secretary to the Government
of Mysore, Bangalore.

Sir, P&M 28/9

As desired in your letter No.P.1348 dated 11/13th September 1934, I have the honour to forward herewith the connected records (as per phrist) relating to the Thangadi and Kakke bark lease of Mayasandra Hobli for 1933-35.

I have the honour to be,

Sir,

Your most obedient servant,

B. V. Ramaiengar

Chief Conservator of Forests.

27/9

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

No. P-3354 Bangalore, Dated, 5th January 1935.

From

The General Secretary to the Government of His Highness the Maharaja of Mysore.

To

The Chief Conservator of Forests in Mysore,
BANGALORE.

With reference to the correspondence ending with your letter No.C.330-1240/32 dated 27th September 1934 re: the liability of one Abdul Sattar Sahib of Tiptur in connection with the tangadi and Kakke bark lease of Mayasandra Hobli, I am directed to state that under the circumstances of this case, Government are advised that Mr. Sattar Sahib cannot be held liable for the loss caused to the Department by the resale.

The entire file of papers sent is herewith returned.

I have the honour to be,
Sir,
Your most obedient servant,

for General Secretary to Government.

Section Law

File No. 63-84

Serial No. 2

No. P 3354/ Secl (Record)

To The C.C.I.

Sir

With reference to the Correspondence ending with your letter no. E 330-M10 pt d 27th Sept 1934 re: the liability of one Abdul Sattar Sahib of Tipture in Connection with the Tangadi and Kakkve bank lease of Nagasandra Hobli I am directed to state